

8/1/41

Contract No: 97/35  
Forest District: Buchan

**FORESTRY COMMISSION  
STANDARD CONTRACT FOR FOREST MANAGEMENT OPERATIONS**

This agreement is made between the Forestry Commission acting by the Director of Forests for North (Scotland) Region (Hereinafter called "The Commission") and Bailies of Bennachie c/o The Bennachie Centre, Chapel of Garioch, Inverurie (Hereinafter called "The Contractor").

The Contractor hereby agrees to carry out the work specified in the First Schedule attached hereto to the satisfaction of the Commission subject to the following terms and conditions:-

1. **Byelaws.** The Contractor must ensure that he and his agents are fully acquainted with the booklet "Forestry Commission Byelaws" A copy of the booklet is held by the local Forest District Manager.
2. **Preliminary Arrangements.** The Commission will enable the Contractor to commence prescribed operations on the dates scheduled and give him such instructions and advice as affect the contract.
3. **Work Sites and Access.** The Contractor will familiarise himself with work sites and the authorised access routes. The use of such access routes shall be at the Contractor's own risk and the Commission shall not be responsible for any damage or injury arising out of the Contractor's use of such routes.
4. **Payment.** The Commission will pay the Contractor the agreed price as detailed on the Second Schedule (attached) for the work specified in the First Schedule (attached) provided that it has been completed to the Commission's satisfaction. By mutual agreement, payment may be made in instalments not in excess of the value of work completed. Ten per cent of sums due will be retained from all invoices to be paid on satisfactory completion of the contract.

In the event of the Contractor failing to complete any part of the work to the Commission's satisfaction, The Commission may declare this agreement void (insofar as it relates to such part of the work) and payment shall only be made for any portion of that work certified as fit for payment. The Contractor shall compensate The Commission for any additional expenditure incurred as a result of his failure to complete the work satisfactorily.

5. **Liability.** The Contractor will indemnify the Commission against any claims for loss, injury or damage occasioned by the act or default of the Contractor in the execution of this agreement, and will, if so requested, satisfy the Commission that he has adequately insured.
6. **Fires.** The Contractor, his employees and Sub Contractors will observe such restrictions as are imposed by the Commission on smoking and lighting of fires within the forest.
7. **Force Majeure.** In the event of any Government regulation or Departmental order coming into operation or any Act of God, strike, lockout, or any other occurrence of a serious nature beyond the control of the Contractor taking place affecting his ability to perform his obligations under the contract, the time limits provided for in the First Schedule hereof may be extended for a period equivalent in working hours and conditions to the period of delay or suspension thereby caused.
8. **Rewards.** The Contractor shall not offer any reward, perquisite or emolument whatsoever to any person in the employment of the Commission.

9. Health and Safety at Work Etc Act 1974. The Contractor will accept full responsibility for compliance with the Health and Safety at Work Etc Act (1974) and all other relevant Acts and Regulations in respect of the work comprised in the contract taking place within the land, access routes or other premises of the Forestry Commission. Furthermore the Contractor accepts that the minimum safety standards relevant to Forestry operations are those defined and promulgated by the Forestry Safety Council. In the event of any breach of these standards committed by the Contractor, Sub-Contractor or his employees or agents then he will be informed of the nature of the breach and of the remedial action to be taken within a specified time. Failure to meet the conditions imposed within the time specified shall be regarded as a breach of contract.

10. Precautions. The Contractor shall take all reasonable precautions to prevent a nuisance or inconvenience to the owners, tenants, or occupiers of other properties and to the public generally.

11. Assignment. The Contractor shall not sub-let or assign his rights under this contract except with the written consent of the Commission and upon such terms as the Commission may require.

12. Suspension of Work. The Contractor shall at the direction of the Commission suspend or delay work on the whole or any part of the contract if in the opinion of the Commission such suspension is necessary, and shall recommence such work within 3 days of the Commission's written order to do so. If in the opinion of the Commission such suspension is due to circumstances which could not reasonably have been foreseen by the Contractor the Commission may authorise reimbursement of any increased cost which in their opinion the Contractor has incurred.

13. Termination. If the Contractor commits a serious breach of any of the terms or conditions of this contract the Commission shall have the right by written notice to require the Contractor to remedy the matter within 14 days and if the matter is not so remedied, the Commission shall have the right to terminate the contract and any termination shall be without prejudice to the Commission's other rights or remedies under the contract.

14. Removal from Site. The Contractor shall within one month of the termination of the contract remove from the forest area any equipment or erections belonging to him. Should the Contractor fail to remove such equipment or erections within the time specified the Commission may retain or remove them as they think fit and the Contractor shall on demand reimburse the Commission for all costs incurred in their disposal after receiving credit for any value which the Commission has placed upon them.

15. Settlement of Disputes. If any dispute or difference of any kind shall arise out of any of the provisions of the contract upon which agreement cannot be reached between the Commission and the Contractor the dispute or difference shall be referred to an independent arbitrator agreed upon between the parties for a decision, which decision shall be final and binding upon the parties.

Date ..... 8/1/98 .....

Signed ..... *[Signature]* .....

Contractor

Signed ..... *[Signature]* .....

On behalf of the Forestry Commission

8/1/41

The First Schedule

Forest Management Operation

1. Location

Buchan Forest District - Bennachie Section

2. Area

Open hill paths on Bennachie and Millstone Hill

3. Work to be Undertaken

Set up and run a system to monitor path conditions for 2 years

4. Specification

a. Photographic record of vulnerable locations

b. Fixed point measurement of path width between two permanently situated markers, ideally wooden pegs. Locations should cover both improved and unimproved sections of trails and will be more concentrated on the busier routes, as indicated on the accompanying map. 22 locations in total. Sampling will be carried out in April 1998 and 1999 and a report of results produced consisting of a map with photographs and measurements for each numbered location together with comments on the general condition of the path network.

5. Commencing Date

1 April 1998

6. Completion Date

30 May 1999

8/1/98

The Second Schedule

Forest Management Operation

1. Contract Value

£250 per year for 2 years, payable as a lump sum on installation of monitoring system by 31/3/98.

2. Method of Payment

Invoice raised will be paid through FC's computerised system.

3. Sampling Locations

See attached sheet

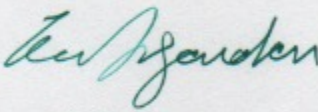
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The First Schedule overleaf and the Second Schedule above are relative to the contract signed on

Signed by  FOTL (rank)

on behalf of the Forestry Commission

Date 8/1/98

Signed by  (contractor)

Date 8/1/98

3. Sampling Locations

MITHER TAP WALK

- 1 Pitched section just below tree line
- 2 Pitched section just above tree line
- 3 Improved path skirting Mither Tap
- 4 New path skirting Mither Tap
- 5 Improved section on Monymusk Triangle
- 6 Unimproved section on Monymusk Triangle

SUMMIT WALK, BENNACHIE CENTRE TO BACK O' BENNACHIE

- 7 Improved section below Mither Tap
- 8 - 13 Unimproved sections on summit network
- 14 Pitched section between Oxencraig and Little Oxencraig
- 15 Steep section below lintel quarry

CAPERCALLIE WALK

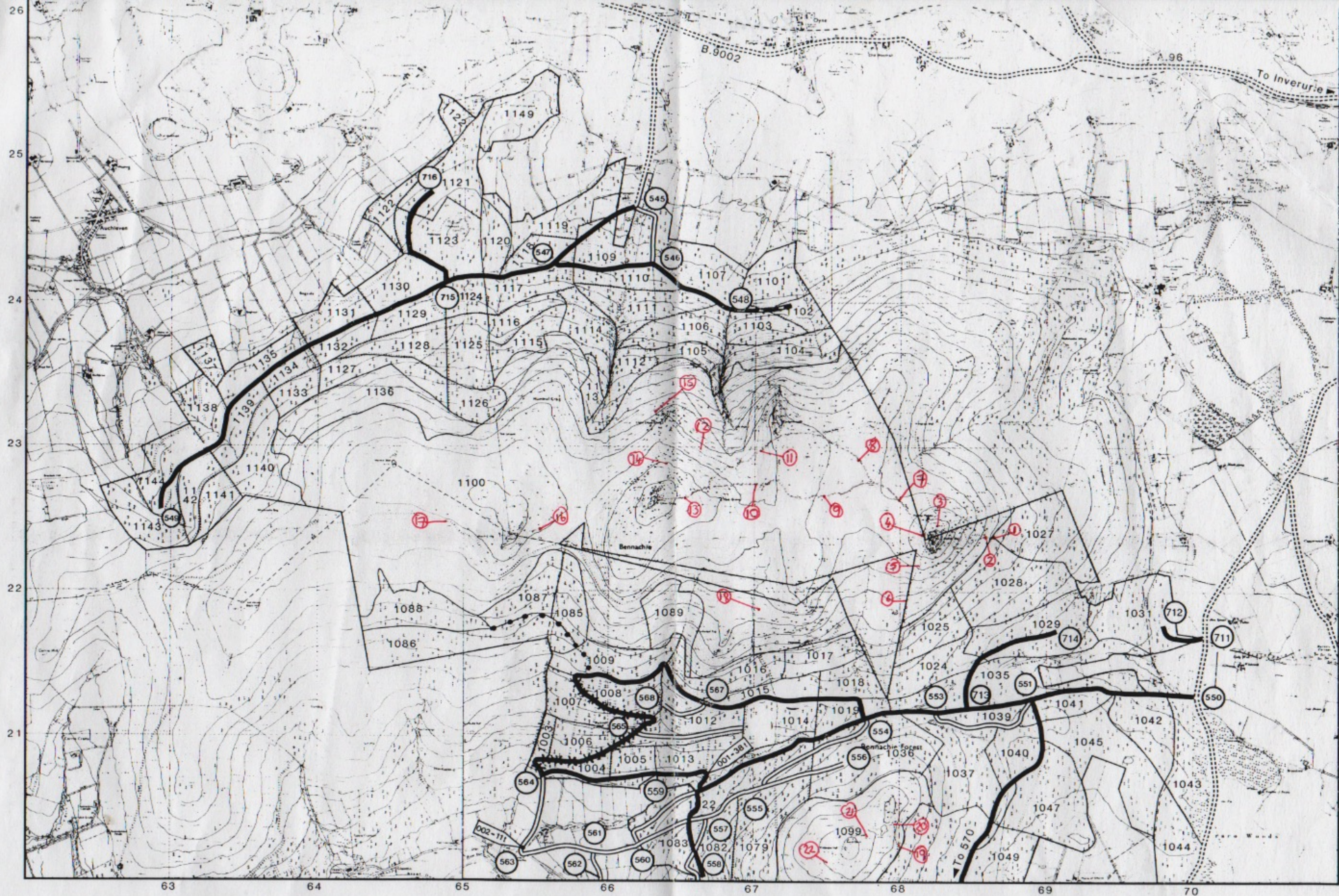
- 16 Unimproved section between Gordon Way and Watch Craig

GORDON WAY

- 17 Hard track
- 18 Unimproved peat path

MILLSTONE HILL WALK

- 19 Unimproved section
- 20 Pitched section
- 21 Pitched section
- 22 Improved section



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**FOREST DISTRICT BUCHAN**  
**BLOCK Bennachie**

**ROADS MAPS NO:- 272**

O.S. SHEET NO. NJ 62 NE,NW,SE,SW,  
 72 NW,SW

Scale 1:25000

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